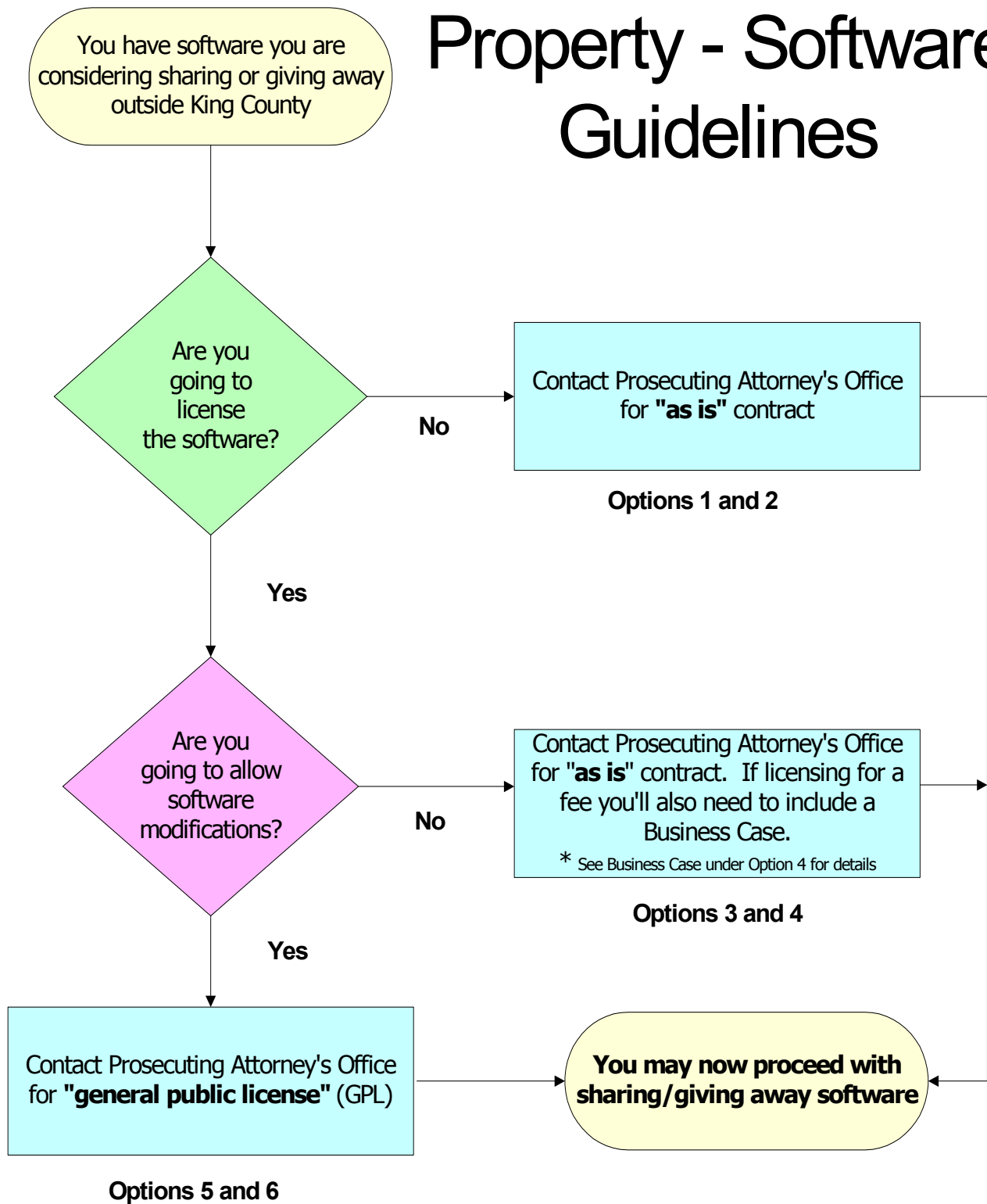


Licensing Intellectual Property - Software Guidelines



Licensing Intellectual Property – Software Guidelines

The purpose of these guidelines is to establish uniform procedures for King County agencies to follow that will protect the county from liability when allowing entities outside the county to use county software. For each type of action, the agency will need to decide whether to charge a fee.

There are 6 options to consider when an agency would like to make county Intellectual Property/Software available to entities outside the county:

Option 1 Share/Give it away to another entity without a license or fee.

Option 2 Share it with/Sell it to another entity without a license **for a fee.**

Option 3 License to another entity without a fee. (No software modifications allowed)

Option 4 License to another entity **for a fee.** (No software modifications allowed)

Option 5 License as Open Source/Free Software to another entity without a fee.

Option 6 License as Open Source/Free Software to another entity **for a fee.**

Note: In each option, it is important to work with the Prosecuting Attorney's Office to finalize the appropriate paperwork.

Option 1: Share/Give it away to another entity without a license or fee

- Simple “as is” contract: describes the software and its uses; makes it clear that the County is not incurring any liability for damages of any kind relating to the software; should be signed by both parties.

Option 2: Sharing it with/Selling it to another entity without a license for a fee

- Simple “as is” contract: describes the software and its uses; makes it clear that the County is not incurring any liability for damages of any kind relating to the software; should be signed by both parties.

Note: This option has the effect of essentially giving up the right to license this software in the future.

Option 3: License to another entity without a fee (No software modifications allowed)

- Simple “as is” contract: describes the software and its uses; makes it clear that the County is not incurring any liability for damages of any kind relating to the software; should be signed by both parties.

Option 4: License to another entity for a fee (No software modifications allowed)

- Simple “as is” contract: describes the software and its uses; makes it clear that the County is not incurring any liability for damages of any kind relating to the software; should be signed by both parties.
- A Business Case should be developed to document the benefits, costs and risks associated with licensing Intellectual Property/Software; including the following:
 - ⇒ Methods of pricing
 - ⇒ How the protection of licensing rights will be financed
 - ⇒ How the agency will make sure its “product” does not infringe upon the property interests of third parties prior to accepting fees for the license
 - ⇒ How the agency will monitor the use of its software
 - ⇒ How the agency will enforce its proprietary rights
 - ⇒ Any plans and cost related to support the agency will provide for training and/or helping with use of the software, future upgrades to the software, etc.

Option 5: License Open-Source/Free Software to another entity without a fee

- Certify that software is Open-Source by making sure the license guarantees the right to read, redistribute, modify and use it freely.
- “General Public License (GPL)” signed by both parties.

Note: Free Software – The term “Free software” is a matter of liberty, not price. To understand the concept, you should think of “free” as in “free speech”. Free software is a matter of the users' freedom to run, copy, distribute, study, change and improve the software.

Option 6: License Open-Source/Free Software to another entity for a fee

- Certify that software is Open-Source by making sure the license guarantees the right to read, redistribute, modify and use it freely.
- “General Public License (GPL)” signed by both parties.
- Fees obtained cover the cost of value-added services, such as support, bundled third party software, or the cost of distribution itself.

Definitions related to Open Source/Free Software:

Free Software – “Free software” is a matter of liberty, not price. To understand the concept, you should think of “free” as in “free speech”. Free software is a matter of the users' freedom to run, copy, distribute, study, change and improve the software.

Open Source – Open source doesn't just mean access to the source code. The distribution terms of open-source software must comply with the following criteria:

1. Free Redistribution

The license shall not restrict any party from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources. The license shall not require a royalty or other fee for such sale.

2. Source Code

The program must include source code, and must allow distribution in source code as well as compiled form. Where some form of a product is not distributed with source code, there must be a well-publicized means of obtaining the source code for no more than a reasonable reproduction cost—preferably, downloading via the Internet without charge. The source code must be the preferred form in which a programmer would modify the program. Deliberately obfuscated source code is not allowed. Intermediate forms such as the output of a preprocessor or translator are not allowed

3. Derived Works

The license must allow modifications and derived works, and must allow them to be distributed under the same terms as the license of the original software.

4. Integrity of The Author's Source Code

The license may restrict source-code from being distributed in modified form *only* if the license allows the distribution of "patch files" with the source code for the purpose of modifying the program at build time. The license must explicitly permit distribution of software built from modified source code. The license may require derived works to carry a different name or version number from the original software.

5. No Discrimination Against Persons or Groups

The license must not discriminate against any person or group of persons.

6. No Discrimination Against Fields of Endeavor

The license must not restrict anyone from making use of the program in a specific field of endeavor. For example, it may not restrict the program from being used in a business, or from being used for genetic research.

7. Distribution of License

The rights attached to the program must apply to all to whom the program is redistributed without the need for execution of an additional license by those parties.

8. License Must Not Be Specific to a Product

The rights attached to the program must not depend on the program's being part of a particular software distribution. If the program is extracted from that distribution and used or distributed within the terms of the program's license, all parties to whom the program is redistributed should have the same rights as those that are granted in conjunction with the original software distribution.

9. The License Must Not Restrict Other Software

The license must not place restrictions on other software that is distributed along with the licensed software. For example, the license must not insist that all other programs distributed on the same medium must be open-source software.